

END USER LICENSE AGREEMENT (EULA)

Version: 1.0 **Date:** May 29, 2026

Licensor: MaConSim GmbH, Kaiserswerther Str. 11, 50739 Cologne, Germany ("MaConSim" or "Licensor"), registered with the Commercial Register of the Cologne District Court under HRB 127508, represented by the managing directors Timothee Güsten and Robert Schirmer.

VAT ID: DE462105321.

Contact: contact@maconsim.com **Website:** www.maconsim.com

By downloading, installing, or using the MaConSim Software ("Software") from our website (maconsim.com) or through our licensing partner Paddle.com ("Reseller"), you agree to and accept the terms of this End User License Agreement (hereinafter "EULA").

Table of Contents

- [1. Subject Matter of the Agreement](#)
- [2. License Grant](#)
- [3. Restrictions on Use](#)
- [4. System Requirements](#)
- [5. Payments, Order Process, and Subscriptions](#)
 - [5.1 Order Process and Contractual Partner](#)
 - [5.2 Pricing and Adjustments](#)
 - [5.3 Subscription Term and Cancellation](#)
 - [5.4 Non-Payment](#)
 - [5.5 Refunds](#)
 - [5.6 Subscription Changes \(Upgrade / Downgrade\)](#)
- [6. Software Updates](#)
- [7. Support Services](#)
- [8. Data Privacy](#)
- [9. Export Control and Compliance](#)
- [10. Intellectual Property](#)
- [11. Warranty and Liability](#)
- [12. Termination](#)
- [13. Severability](#)
- [14. Final Provisions](#)

1. Subject Matter of the Agreement

1.1 This EULA governs the use of the MaConSim Software (hereinafter "Software") by you (hereinafter "User" or "Customer").

1.2 The offer is directed exclusively at businesses, public institutions, and legal entities acting in the course of their professional or institutional activities. Use by consumers within the meaning of § 13 BGB is excluded.

1.3 The Software is offered in three subscription tiers (see Section 2):

- MaConSim Free Trial.
- MaConSim Basic Monthly Subscription.
- MaConSim Premium Monthly Subscription.

1.4 Core Features of the Software: MaConSim is an on-premise solution for simulating machine behavior for testing and validating industrial automation and control system integrations. It includes the following main functions:

- OPC UA Server/Client: Communication with automation and control systems (e.g., MES, SCADA, DCS) via an integrated OPC UA server/client.
- MQTT Integration: Event-driven communication with automation and IoT systems (e.g., MES, SCADA, UNS) via an integrated MQTT broker.
- Machine Simulator: Simulates processing of production orders (discrete manufacturing).
- Database: Local storage of machine configurations and logs.
- GUI: Interface for configuring and reading simulation parameters.

The Software is not a replacement for real machines and is intended solely for testing and simulation purposes in industrial automation and integration projects.

1.5 The Software is installed and operated on the User's systems. It does not require a cloud connection, except for license validation and updates.

2. License Grant

2.1 MaConSim Free Trial (free of charge):

- Limited to 1 month for non-commercial testing only; automatically canceled by MaConSim after one month.
- No commercial use or redistribution to third parties.
- No support.
- Updates: All updates available.
- A detailed feature comparison is available at maconsim.com/licenses-pricing/.

2.2 MaConSim Basic Monthly Subscription (paid):

- Available as a monthly subscription only (auto-renews each month unless canceled; see Section 5.3).
- Use of the core features of the Software.
- Support: 48-hour response time (email only).
- Updates: All updates available.
- A detailed feature comparison is available at maconsim.com/licenses-pricing/.

2.3 MaConSim Premium Monthly Subscription (paid):

- Available as a monthly subscription only (auto-renews each month unless canceled; see Section 5.3).
- Full access to all Software features.
- Support: Priority support (24-hour response time), including phone/remote sessions.
- Updates: All updates available.
- A detailed feature comparison is available at maconsim.com/licenses-pricing/.

2.4 License Key:

- Each User receives a unique license key tied to their subscription.
 - The key is non-transferable and must not be shared.
 - The Software requires online validation at every application startup. The application cannot be used without a successful license validation.
 - Upon license expiry (e.g., end of Free Trial period or subscription), the license validation will fail at the next application startup and the Software will no longer be accessible. The User is obligated to uninstall the Software once the license has expired.
 - The User is solely responsible for verifying compatibility of the Software with their IT infrastructure. We strongly recommend using the free trial (Free Tier) before purchase.
 - The User ensures their system meets the requirements of Section 4. Failure to comply voids support claims.
-

3. Restrictions on Use

3.1 The User must not:

- Resell, rent, lease, sublicense, or distribute the Software.
- Reverse engineer, copy, decompile, or modify the Software.
- Use the Software to develop competing products.
- Use the Software for illegal purposes or to bypass security measures.

- Install the Software on more devices than permitted by the license.
- Use the Software in safety-critical environments.

3.2 Commercial Use:

- MaConSim Free Trial may not be used commercially.
- MaConSim Basic/Premium Monthly Subscription may only be used commercially within the scope of the subscribed tier.

3.3 The Software must not be used for purposes that violate the [Paddle Acceptable Use Policy](#), in particular not for illegal activities or the creation of harmful content. Violations of the [Paddle AUP](#) entitle MaConSim to immediate termination of the subscription without refund.

4. System Requirements

The MaConSim Software requires the following technical specifications:

- Operating System:
 - Windows 11 (64-bit) or Windows 10 (64-bit, version 20H2 or higher). Note: The Windows installer automatically installs Microsoft Edge WebView2 if not already present.
 - macOS 11.0 (Big Sur) or newer (Apple Silicon / ARM64 only).
 - Ubuntu 22.04 or newer (64-bit).
 - Docker (any host OS supporting Docker 24+ with Docker Compose v2). The server-side Docker deployment does not require a desktop operating system.
- Hardware:
 - CPU: Dual-core, 2 GHz or faster.
 - RAM: 4 GB minimum (8 GB recommended).
 - Storage: 50 MB for the application; allow at least 100 MB additional free disk space for plant data.
- Network:
 - Internet connection (required for license validation at every application startup; port 443).
 - Local network for OPC UA (port 4840) and MQTT (ports 1883/8883) communication with automation and control systems.

Note: The User is solely responsible for ensuring their system meets these requirements. Failure to comply voids support claims under Section 2.4.

MaConSim reserves the right to update system requirements with 90 days' notice (e.g., for new Windows versions). Users will be notified via email. Non-compliance with updated requirements voids support claims.

5. Payments, Order Process, and Subscriptions

5.1 Order Process and Contractual Partner

All orders, payments, invoicing, tax collection (including VAT), refunds, and billing support are processed by Paddle (Paddle.com Market Ltd., 128 City Road, London, EC1V 2NX, UK) as the authorized reseller and contractual seller for all purchases in the checkout process.

Paddle is responsible for:

- Order and payment processing, invoicing, and billing support,
- Collection and remittance of VAT,
- Refunds (subject to [Paddle's Refund Policy](#)).

MaConSim GmbH is responsible for:

- The licensed Software (under this EULA),
- Product and technical support (according to the subscribed tier),
- Delivery of license keys via email and management of updates.

By purchasing, you accept Paddle's [Terms of Service](#) (purchase agreement with Paddle) and this EULA with MaConSim GmbH. The new subscription's billing period begins immediately upon purchase, regardless of when the User installs the Software or enters the license key into the application.

5.2 Pricing and Adjustments

Current prices for all tiers are available at maconsim.com/licenses-pricing and in the Paddle checkout. Prices are per user, per term. Invoices are issued by Paddle and include term, taxes, and payment method.

MaConSim reserves the right to adjust prices with 30 days' notice. Continued use after 30 days constitutes acceptance of new prices. Users may cancel per Section 5.3 if they object.

5.3 Subscription Term and Cancellation

Subscriptions auto-renew for the selected term. Cancellations and changes must be made exclusively via the User's [Paddle Customer Portal](#). Cancellation takes effect at the end of the current billing period. There is no notice period; the User may cancel at any time, including on the last day of the current billing period.

5.4 Non-Payment

In case of non-payment, MaConSim reserves the right to suspend or deactivate licenses.

5.5 Refunds

Refunds are solely at Paddle's discretion and subject to [Paddle's Refund Policy](#). MaConSim cannot influence refund decisions but may provide product information to support the process.

5.6 Subscription Changes (Upgrade / Downgrade)

MaConSim does not offer automated in-place upgrades or downgrades between subscription tiers. To change to a different tier (e.g., from Basic to Premium or from Premium to Basic), the User must:

1. Purchase the desired subscription tier at maconsim.com/licenses-pricing/ under the standard conditions applicable at the time of purchase.
2. Cancel the existing subscription via the [Paddle Customer Portal](#) in accordance with Section 5.3.

The following billing condition applies:

- **Parallel subscriptions:** Until the old subscription expires at the end of its current billing period, the User may hold two active subscriptions concurrently and will be charged for both. The User is solely responsible for managing the timing of the cancellation and the new purchase in order to minimize any overlap.
-

6. Software Updates

6.1 Updates are provided **free of charge to all Users**, regardless of subscription tier.

At every application startup, the Software automatically checks for available updates and notifies the User via an in-app banner if a newer version is available. The User can then update the Software.

6.2 The User undertakes to install updates within 30 days of release. Failure to comply voids support claims.

6.3 Updates are delivered via our server (app.maconsimulator.com). The following technical data is transmitted during updates:

- Installed version (e.g., "v1.2.3"),
- Installation success/failure (no process data),
- Timestamp of last validation.

This data is **deleted after 90 days** and **not shared with third parties**.

7. Support Services

7.1 Support covers **technical assistance** for installation and use of the Software.

- **MaConSim Free Trial:** No support.
- **MaConSim Basic Subscription:** Email support (48-hour response time, Mon–Fri).
- **MaConSim Premium Subscription:** Priority support (24-hour response time), including phone/remote sessions.

7.2 **Not covered by support:**

- Customizations for third-party automation or control systems (e.g., MES, SCADA, DCS solutions),
- Issues caused by improper use or unsupported systems,
- Training or consulting (available separately).

7.3 Support requests must be submitted **exclusively via** contact@maconsim.com.

- Phone support (Premium tier only) is available at **+49 1631465048** (Mon–Fri, 9 AM–5 PM CET).
-

8. Data Privacy

8.1 The Software does not collect User process data.

8.2 The following anonymous data is collected:

- License validations (timestamp, anonymized IP address).
- Update status (installed version, installation success/failure).
- Usage statistics (e.g., start times, features used – no process data).

8.3 This data is:

- Not shared with third parties (except Paddle for billing).
- Deleted after 12 months, unless legal retention obligations apply.

8.4 Further details are available in our [Privacy Policy](#).

9. Export Control and Compliance

9.1 Compliance with Export Laws

The Software uses TLS encryption (OPC UA, SecurityPolicy.Basic256Sha256) for secure communication. This technology is exempt from export controls under Wassenaar Note 4 because it:

- Is publicly available (open-source libraries such as `async-opcua`).
- Is used solely for authentication and secure communication (not for data encryption under 5A002).

The User confirms that they:

- Will use the Software exclusively within the European Union.
- Will not export the Software to countries subject to EU sanctions (e.g., Russia, Iran, North Korea – current list: [EU Sanctions Map](#)).
- Will not provide the Software to individuals or organizations on EU sanctions lists.
- Will use the Software only for civilian purposes (simulation/testing) and not in critical

infrastructures (e.g., energy supply, military, healthcare).

9.2 Classification as "Mass Market" Software

The Software is classified as a "mass market" product under Category 5D002 of the EU Dual-Use Regulation because:

- It is intended solely for civilian use (simulation of machine behavior).
- It does not support real-time control or safety-critical functions.
- TLS encryption (OPC UA) is exempt under Wassenaar Note 4.

9.3 User Responsibilities

The User is solely responsible for ensuring that use of the Software complies with local laws and compliance requirements. Violations (e.g., export to sanctioned countries or use in critical infrastructures) entitle MaConSim to immediate termination of the agreement.

10. Intellectual Property

10.1 Copyright

- The Software and all related materials (documentation, logos, code) are protected by copyright and remain the exclusive property of MaConSim GmbH.
- The User does not acquire ownership of the Software but is granted a time-limited right of use under this EULA.

10.2 Third-Party Components

The Software includes open-source components from third parties. A complete list of these components and their applicable open-source license texts is accessible within the Software via the "Third Party Licenses" link in the application footer. For the full license texts of individual packages, please refer to the respective package repositories. The User acknowledges that these components are licensed under their respective open-source licenses and not under the terms of this EULA.

11. Warranty and Liability

11.1 Warranty

- The Software is provided in the version available at the time of download/installation ("as is").
- We warrant that the Software performs the core functions described in the documentation and is free from material defects that significantly impair its basic functionality.
- No warranty is provided for:
 - Compatibility with third-party automation or control systems (e.g., MES, SCADA, DCS) or the User's operating system or hardware.

- Defects caused by improper use, User modifications, or external factors (e.g., viruses, unsupported operating systems).
- Customizations or extensions not provided by MaConSim.
- As an on-premise solution, no warranty is provided for:
 - Performance on the User's hardware,
 - Compatibility with unsupported operating systems (e.g., outdated Windows versions),
 - Data loss caused by failures in the User's infrastructure (e.g., disk failure, power outages).
- The warranty applies only if the Software is operated in an environment meeting the system requirements of Section 4.

11.2 Limitation of Liability

- Our liability is excluded to the fullest extent permitted by law, except for:
 - Intentional misconduct or gross negligence on our part.
 - Breach of essential contractual obligations (e.g., provision of the Software).
 - Injury to life, body, or health (under § 309 No. 7 BGB).
- For ordinary negligence, we are liable only if an essential contractual obligation is breached, and only for damages that are typically foreseeable at the time of contract conclusion. Unforeseeable damages (e.g., lost profits due to production downtime) are excluded.
- The maximum liability for all claims (except in cases of intent) is limited to the total license fees paid by the User in the 12 months preceding the claim.
- Excluded are:
 - Indirect damages (e.g., lost profits, production downtime, data loss).
 - Damages caused by improper use, failure to follow documentation, or external factors.

12. Termination

12.1 The User may cancel their subscription at any time via the [Paddle Customer Portal](#). Cancellation takes effect at the end of the current billing period. Refunds for prepaid periods are subject to [Paddle's Refund Policy](#).

12.2 MaConSim may terminate the subscription immediately and without refund if the User:

- violates this EULA, in particular by:
 - Use of the Software in sanctioned countries (current list: [EU Sanctions Map](#)),
 - Unauthorized transfer of the license to third parties or reverse engineering (Section 3),
 - Use in critical infrastructures or for illegal purposes (Section 9),

- Violation of the Paddle Acceptable Use Policy,
- fails to make payments (Section 5.4).

Termination is communicated to the User via email and takes effect immediately.

12.3 Upon termination, the license expires and the User must uninstall the Software. After the license expires, MaConSim grants a 7-day grace period to uninstall the Software and back up data. After this period, further use is prohibited.

13. Severability

Should any provision of this EULA be or become invalid, unenforceable, or incomplete, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a legally permissible rule that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in this EULA, which shall be filled by a rule corresponding to the spirit and purpose of the EULA. The parties undertake to replace any invalid or incomplete provision with an effective rule that comes as close as possible to the original intent of the parties.

14. Final Provisions

14.1 Amendments to this EULA will be communicated to the User via email to the address registered with Paddle. Continued use of the Software constitutes acceptance of the amendments.

14.2 Place of performance and jurisdiction is Cologne, Germany.

14.3 Applicable law is the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

14.4 This EULA is provided in English, which is the sole authoritative version.

14.5 International Customers: For customers outside Germany, German law applies. Jurisdiction remains Cologne, Germany, unless mandatory international regulations (e.g., EU regulations) provide otherwise.

14.6 Assignment

MaConSim GmbH is entitled to assign its rights and obligations under this EULA without the User's consent to a successor entity (e.g., in connection with a sale of business or merger). The User will be notified of such assignment via email. The User may not assign any rights or obligations under this EULA to third parties without the prior written consent of MaConSim GmbH.

14.7 Force Majeure

MaConSim GmbH shall not be liable for any delay or failure to perform obligations caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, war, governmental actions, power outages, or failures of license server providers. MaConSim GmbH will notify the User promptly of such events and will use its best efforts to restore normal operations.

14.8 Entire Agreement

This EULA constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior oral or written agreements, representations, or understandings relating to the same subject matter.

Last Updated: May 29, 2026 **Contact:** contact@maconsim.com